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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOHN BONILLA as CHAIRMAN and GIL
CROSTHWAITE as CO-CHAIRMAN of the
BOARDS OF TRUSTEES FOR THE
OPERATING ENGINEERS HEALTH AND
WELFARE TRUST FUND, PENSION FUND
FOR OPERATING ENGINEERS, PENSIONED
OPERATING ENGINEERS HEALTH AND
WELFARE FUND, OPERATING ENGINEERS
VACATION AND HOLIDAY TRUST FUND,
NORTHERN CALIFORNIA PREAPPRENTICE,
APPRENTICE AND JOURNEYMAN
AFFIRMATIVE ACTION TRAINING FUND,
OPERATING ENGINEERS CONTRACT
ADMINISTRATION FUND FOR NORTHERN
CALIFORNIA, OPERATING ENGINEERS
INDUSTRY STABILIZATION TRUST FUND
AND OPERATING ENGINEERS MARKET
PRESERVATION TRUST FUND,

Plaintiffs,

v.

ANTIOCH PAVING CO., INC., a California
corporation; and RICHARD H. ALLISON, an
Individual,

Defendants.

CASE NO. C-05-4943 BZ

STIPULATION FOR DISMISSAL;
~~(PROPOSED)~~ ORDER FOR DISMISSAL

IT IS HEREBY STIPULATED by and between JOHN BONILLA and GIL CROSTHWAITE,
as Chairman and Co-Chairman, respectively, of the BOARDS OF TRUSTEES OF THE OPERATING
ENGINEERS HEALTH AND WELFARE TRUST FUND, PENSION FUND FOR OPERATING
ENGINEERS, PENSIONED OPERATING ENGINEERS HEALTH AND WELFARE FUND,

1 OPERATING ENGINEERS VACATION AND HOLIDAY TRUST FUND, NORTHERN
2 CALIFORNIA PREAPPRENTICE, APPRENTICE AND JOURNEYMAN AFFIRMATIVE ACTION
3 TRAINING FUND, OPERATING ENGINEERS CONTRACT ADMINISTRATION FUND FOR
4 NORTHERN CALIFORNIA, OPERATING ENGINEERS INDUSTRY STABILIZATION TRUST
5 FUND AND OPERATING ENGINEERS MARKET PRESERVATION TRUST FUND ("Plaintiffs")
6 and ANTIOCH PAVING CO., INC. and RICHARD H. ALLISON ("Defendants"), through their
7 respective counsel, as follows:

8 1. This stipulation is entered into in connection with the settlement of this action. The
9 Settlement Agreement of the parties, executed concurrently with this stipulation, shall be
10 incorporated into the Court's Order for Dismissal, and the Court shall retain jurisdiction of this
11 action for purposes of enforcing the Settlement Agreement, including but not limited to entry of a
12 stipulated judgment against the defendants;

13 2. This action shall be dismissed with prejudice, subject to the Court's retention of
14 jurisdiction as described in Paragraph 1, above, each party to bear his/her/its own costs and
15 attorneys' fees except as reflected in the parties' Settlement Agreement.

16 DATED: 5/30/06

STANTON, KAY & WATSON, LLP

17 By: Anne Bevington
18 Anne Bevington
19 Attorneys for Plaintiffs

20 DATED: 5/16/06

ANDERSEN & BONNIFIELD

21 By: Cary D. McReynolds
22 Cary D. McReynolds
23 Attorneys for Defendants

24 **ORDER FOR DISMISSAL**

25 It is so ordered.

26 DATED: 6/4/2006

27 HON. BERNARD J. ZIMMERMAN
28 UNITED STATES DISTRICT COURT

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STIPULATION DISMISSAL; (PROPOSED) ORDER FOR DISMISSAL [CASE NO. C-05-493-JSW]

